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ENTERPRISES INC dba TRINITY POWER

**UNITED STATES DISTRICT COURT**  
**EASTERN DISTRICT OF CALIFORNIA – FRESNO DIVISION**

BOARD OF TRUSTEES OF IBEW LOCAL  
100 PENSION TRUST FUND; BOARD OF  
TRUSTEES OF JOINT ELECTRICAL  
INDUSTRY TRAINING TRUST FUND;  
BOARD OF TRUSTEES OF NECA/IBEW  
FAMILY MEDICAL CARE TRUST FUND;  
BOARD OF TRUSTEES OF NATIONAL  
ELECTRICAL BENEFIT FUND,

Plaintiff,

vs.

TRINITY CONSTRUCTION  
ENTERPRISES INC dba TRINITY  
POWER; and DOES 1 through 50,

Defendants.

Case No.: 1:23-CV-01048-KES-BAM

**~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER**

**1. PURPOSES AND LIMITATIONS**

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that

this Stipulated Protective Order does not entitle them to file confidential information under seal; Local Rule 141 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 “ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of harm that could not be avoided by less restrictive means. Information designated ATTORNEYS’ EYES ONLY cannot be shared with the attorneys’ clients, including parties to this action, unless and until this Court issues a Court Order specifically permitting its view by the particular party or parties named in any such order that may be entered.

2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action.

2.8 House Counsel: attorneys who are employees of a party to this action. House

Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this action but are retained to represent or advise a party to this action and have appeared in this action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

2.11 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the

information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions, pursuant to the Federal Rules of Civil Procedure and Local Rules of this Court.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so

1 designated before the material is disclosed or produced.

2 Designation in conformity with this Order requires:

3 (a) for information in documentary form (e.g., paper or electronic documents, but  
4 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
5 affix the legend “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” to each page that contains  
6 protected material. If only a portion or portions of the material on a page qualifies for protection,  
7 the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
8 markings in the margins).

9 A Party or Non-Party that makes original documents or materials available for inspection  
10 need not designate them for protection until after the inspecting Party has indicated which material  
11 it would like copied and produced. During the inspection and before the designation, all of the  
12 material made available for inspection shall be deemed “CONFIDENTIAL” or “ATTORNEYS’  
13 EYES ONLY.” After the inspecting Party has identified the documents it wants copied and  
14 produced, the Producing Party must determine which documents, or portions thereof, qualify for  
15 protection under this Order. Then, before producing the specified documents, the Producing Party  
16 must affix the “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” legend to each page that  
17 contains Protected Material. If only a portion or portions of the material on a page qualifies for  
18 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
19 appropriate markings in the margins).

20 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
21 Designating Party identify on the record, before the close of the deposition, hearing, or other  
22 proceeding, all protected testimony.

23 (c) for information produced in some form other than documentary and for any other  
24 tangible items, that the Producing Party affix in a prominent place on the exterior of the container  
25 or containers in which the information or item is stored the legend “CONFIDENTIAL” or  
26 “ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information or item warrant  
27 protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

28 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to

1 designate qualified information or items does not, standing alone, waive the Designating Party's  
 2 right to secure protection under this Order for such material. Upon timely correction of a  
 3 designation, the Receiving Party must make reasonable efforts to assure that the material is treated  
 4 in accordance with the provisions of this Order.

5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a designation of  
 7 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
 8 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
 9 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
 10 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
 11 original designation is disclosed.

12 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute resolution process  
 13 by providing written notice of each designation it is challenging and describing the basis for each  
 14 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
 15 recite that the challenge to confidentiality is being made in accordance with this specific paragraph  
 16 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must  
 17 begin the process by conferring directly (in voice to voice dialogue; other forms of communication  
 18 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging  
 19 Party must explain the basis for its belief that the confidentiality designation was not proper and  
 20 must give the Designating Party an opportunity to review the designated material, to reconsider the  
 21 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
 22 designation. A Challenging Party may proceed to the next stage of the challenge process only if it  
 23 has engaged in this meet and confer process first or establishes that the Designating Party is  
 24 unwilling to participate in the meet and confer process in a timely manner.

25 **6.3 Judicial Intervention.** If the Parties cannot resolve a challenge without court  
 26 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Local  
 27 Rule 230 (and in compliance with Local Rule 141, if applicable) within 21 days of the initial notice  
 28 of challenge or within 14 days of the parties agreeing that the meet and confer process will not

1 resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent  
 2 declaration affirming that the movant has complied with the meet and confer requirements imposed  
 3 in the preceding paragraph. Failure by the Designating Party to make such a motion including the  
 4 required declaration within 21 days (or 14 days, if applicable) shall automatically waive the  
 5 confidentiality designation for each challenged designation. In addition, the Challenging Party may  
 6 file a motion challenging a confidentiality designation at any time if there is good cause for doing  
 7 so, including a challenge to the designation of a deposition transcript or any portions thereof. Any  
 8 motion brought pursuant to this provision must be accompanied by a competent declaration  
 9 affirming that the movant has complied with the meet and confer requirements imposed by the  
 10 preceding paragraph.

11 The burden of persuasion in any such challenge proceeding shall be on the Designating  
 12 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose  
 13 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.  
 14 Unless the Designating Party has waived the confidentiality designation by failing to file a motion  
 15 to retain confidentiality as described above, all parties shall continue to afford the material in  
 16 question the level of protection to which it is entitled under the Producing Party's designation until  
 17 the court rules on the challenge.

## 18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
 20 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
 21 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
 22 the categories of persons and under the conditions described in this Order. When the litigation has  
 23 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
 24 DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at a location and in  
 26 a secure manner that ensures that access is limited to the persons authorized under this Order.

27 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered  
 28 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any



information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.3 Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may not disclose any information or item designated “ATTORNEYS’ EYES ONLY” to their client, a party, or non-party, with the exception that the following individuals may be provided reasonable and limited access to the designated information:



(a) the Receiving Party's Counsel, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(c) the Court and its personnel under seal as further described below in Section 12.3;

(d) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); and

(e) the author or recipient of a document containing the information or a custodian or other person who otherwise properly possesses or knows the information.

(f) Any person to whom Attorneys' Eyes Only Information is disclosed pursuant to subparts (b), (d), and (e) shall be advised that the Attorneys' Eyes Only Information is being disclosed pursuant to an Order of the Court, that the information may not be disclosed to any other person not permitted to have access to the Attorneys' Eyes Only Information pursuant to this Stipulation and Order, and that any violation of this Stipulation and Order may result in the imposition of such sanctions as the Court deems proper.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the

Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court. The Designating Party shall not bear the burden and expense of the Receiving Party who may oppose the Designating Party’s designation of “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” information.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

- (1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
- (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and
- (3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14

days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

#### 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

#### 12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order

no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material with the court. Any party intending to file with the court materials designated by any party as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” (“Protected Materials”) (including transcripts of depositions or portions thereof, documents produced in discovery, information obtained from inspection of premises or things, answers to interrogatories or requests for admissions, exhibits and all other documents that have previously been designated as containing confidential information, or any pleading or memorandum reproducing or containing such information) shall provide reasonable notice of such intent prior to such filing. If the party filing the Protected Materials with the court is the Designating Party for the Protected Materials, the party shall submit them for filing under seal with an accompanying request for leave to file under seal consistent with Local Rule 141.

If the party filing the Protected Materials with the Court is not the Designating Party for the Protected Materials, unless written permission to file the documents is obtained from the Designating Party, the party shall submit them for filing under seal consistent with Local Rule 141 with a statement on the first page, directly under the case number: “FILED UNDER SEAL UNDER COURT ORDER (ECF No. ) REQUEST FOR LEAVE TO FOLLOW.” The Parties will then have five (5) days to provide the court with either a Joint Motion or Stipulation, or alternatively, the Designating Party shall have five (5) days, from the days from service of the documents to file with the court a request to seal the Protected Materials. If no such motion is filed, the court shall unseal the documents.

Any requests to seal documents must establish that there is “compelling reason” for the sealing and otherwise meets the standards for sealing identified in *Kamakana v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006), and *Center for Auto Safety v. Chrysler Group, LLC*, 809 F.3d 1092, 1097 (9th Cir. 2016). If the court determines the request to seal documents does not meet such standards, the documents shall be unsealed.

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD,

Dated: September 6, 2024

**HENRY CHIU, ESQ.**

By: /s/ Henry Y. Chiu

Henry Y. Chiu  
Attorney Plaintiffs

Dated: September 6, 2024

**SAGASER, WATKINS & WIELAND PC**

By: /s/Charles P. Hamamjian

Charles P. Hamamjian  
Attorneys for Defendant  
Trinity Construction Enterprises, Inc.,  
dba Trinity Power

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety and  
understand the Stipulated Protective Order that was issued by the United States District Court for  
the Eastern District of California on \_\_\_\_\_ [date] in the case of *Board of Trustees of IBEW*  
*Local 100 Pension Trust Fund, et al. v. Trinity Construction Enterprises, Inc.*, Case No.  
21:23-CV-01048-ADA-BAM. I agree to comply with and to be bound by all the terms of this  
Stipulated Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt, per the terms of the Stipulated  
Protective Order, Federal Rules of Civil Procedure and the Local Rules of this Court. I solemnly  
promise that I will not disclose in any manner any information or item that is subject to this  
Stipulated Protective Order to any person or entity except in strict compliance with the provisions  
of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern  
District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even  
if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number]  
as my California agent for service of process in connection with this action or any proceedings  
related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

**PROOF OF SERVICE**

(FRCP(5))

STATE OF CALIFORNIA, COUNTY OF FRESNO

I am employed in the County of Fresno, State of California. I am over the age of 18 years and am not a party to the within action; my business address is 5260 North Palm Avenue, Suite 400, Fresno, California 93704.

On September 9, 2024, I served the following document(s) described as **[PROPOSED] STIPULATED PROTECTIVE ORDER** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

**SEE ATTACHED SERVICE LIST**

- ☐ **BY MAIL:** I placed the envelope for collection and mailing following the firm's ordinary business practices. I am readily familiar with the firm's practice for collection and processing correspondence for mailing. On the same day that correspondence placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
- ☐ **BY FAX** Based on a written agreement of the parties pursuant to Fed. Rules Civ. Proc., Rule 5(b)(2)(e) to accept service by fax transmission, I faxed the document(s) to the parties shown herein at the fax number(s) listed above or on the attached Service List. No error was reported by the fax machine that I used. A copy of the fax transmission will be maintained with the original document at this office.
- ☒ **BY CM/ECF NOTICE OF ELECTRONIC FILING:** on the following party(ies) who are registered CM/ECF users, I caused to be electronically filed the above-described document(s) with the Clerk of the court by using the CM/ECF system. The party(ies) in this case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.
- ☐ **BY EMAIL:** I sent such document by use of email to the email address(es) above. (Fed. Rules Civ. Proc., Rule 5(b)(2)(e)) Such document was scanned and emailed to such recipient and email confirmation is attached hereto indicating the recipients' email address and time of receipt pursuant to Fed. Rules Civ. Proc., Rule 5(b)(2)(e).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 9, 2024, at Fresno, California.

Dayana Ochoa



SAGASER, WATKINS & WIELAND PC

ATTORNEYS AT LAW  
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Telephone: (559) 421-7000

**SERVICE LIST**

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Facsimile: (559) 554-9989  
Email: [Henry@HenryChiuEsq.com](mailto:Henry@HenryChiuEsq.com)

*Attorney for Plaintiff*

**ORDER**

Having considered the above stipulation and finding good cause, the Court adopts the signed stipulated protective order. The parties are advised that pursuant to the Local Rules of the United States District Court, Eastern District of California, any documents subject to the protective order to be filed under seal must be accompanied by a written request which complies with Local Rule 141 prior to sealing. The party making a request to file documents under seal shall be required to show good cause for documents attached to a non-dispositive motion or compelling reasons for documents attached to a dispositive motion. *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-78 (9th Cir. 2009). Within five (5) days of any approved document filed under seal, the party shall file a redacted copy of the sealed document. The redactions shall be narrowly tailored to protect only the information that is confidential or was deemed confidential.

Additionally, the parties shall consider resolving any dispute arising under the protective order according to the Court's informal discovery dispute procedure.

IT IS SO ORDERED.

Dated: September 9, 2024

/s/ Barbara A. McAuliffe  
UNITED STATES MAGISTRATE JUDGE